

**FEBRUARY 1, 1998 THROUGH JANUARY 31, 2001**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES, LOCAL NO. 13, AFL-CIO**



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## PREAMBLE

This AGREEMENT is entered into by and between the City of Saint Paul, Minnesota (the *Employer*) and the International Alliance of Theatrical Stage Employees, Local Union No. 13, AFL-CIO (the *Union*) for the purpose of establishing the terms and conditions of employment for certain employees of the Employer who are represented for purposes of collective bargaining by the Union and to establish procedures for the resolution of disputes between the parties.

The EMPLOYER and the UNION encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the EMPLOYER and the UNION realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that such attitudes are developed through an understanding of and regard for the respective rights and responsibilities of the EMPLOYER, its Employees, and the Union.

There shall be no discrimination against any Employee by reason of race, color, creed, sex, gender, marital status, sexual orientation, national origin, disability or UNION membership in the application of the terms and provisions of this Agreement.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The EMPLOYER recognizes the UNION as the exclusive representative for all theatrical stage Employees who are employees or public employees within the meaning of Minnesota Statutes ' 179A.03, Subd. 14 as certified by the Bureau of Mediation Services, State of Minnesota, in BMS Case No. 82-PR-597-A, as the same may have been or may be amended or clarified from time to time, excluding supervisors and confidential employees within the meaning of Minnesota Statutes ' 179.03, Subds, 17 and 4 respectively.

All full time and regularly scheduled part-time employees of the Employer who are Public Employees under PELRA and whose job classifications are shown in Appendix AA@ of this Agreement, wherever they may be assigned to work, shall be covered by the provisions of this Agreement.

Disputes which may arise between the Employer and the Union over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with the applicable statutory provisions. Determinations by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated thereunder.

- 1.2 The EMPLOYER shall not enter into agreements with Employees that conflict in any way with the terms of this AGREEMENT, and it shall meet and negotiate over the terms and conditions of employment for bargaining unit employees, adjust grievances and conduct arbitration proceedings only with the authorized business representatives of the Union.
- 1.3 The Union shall not enter into any agreements concerning the terms and conditions of employment for bargaining unit employees, adjust grievances or conduct arbitration proceedings except with the authorized labor relations representatives of the Employer.

## **ARTICLE 2 - UNION RIGHTS**

- 2.1 The UNION may designate employees from within the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such designations. Such Employees shall have the rights and responsibilities as designated in ARTICLE 9 (GRIEVANCE PROCEDURE). There shall be no more than one Steward involved in any one specific grievance. The Union shall notify the Employer in writing of the names of the Stewards and of their successors when so named.

## **ARTICLE 2 - UNION RIGHTS (Continued)**

- 2.1.1 Stewards shall have the right to meet with EMPLOYER-designated representatives concerning issues of safety and/or alleged violations of this Agreement. Except where a matter involving the imminent safety of employees is concerned, the activities of stewards and bargaining unit employees concerning the presentation and/or processing of grievances shall not unreasonably interfere with the Employer's operation, stewards and bargaining unit employees shall continue to perform their assigned duties fully and properly notwithstanding any unresolved or pending grievance.
- 2.2 Designated UNION Representatives shall be permitted to visit Employees on job sites and buildings during working time provided they do not unreasonably interfere with the work which has been assigned to employees or with the Employer's operation..

## **ARTICLE 3 - PAYROLL DEDUCTIONS**

- 3.1 The EMPLOYER shall, upon the written request of any regular Employee in the unit, deduct such sum as the UNION may specify for initiation fees, assessments and/or membership dues, provided such deductions are uniformly established. The EMPLOYER shall remit such deductions to the appropriate designated representative of the UNION on a monthly basis.
- 3.2 The UNION will indemnify, defend and hold harmless the EMPLOYER against any claims made and against any suits instituted against the EMPLOYER, its officers or employees, by reason of negligence of the UNION in requesting or receiving deductions under this ARTICLE. The EMPLOYER will indemnify, defend and hold harmless the UNION against any claims made and against any suits instituted against the UNION, its officers or employees by reason of negligence on the part of the EMPLOYER in making or forwarding deductions under this ARTICLE.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the EMPLOYER has not officially abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER.
- 4.2 The EMPLOYER is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

## **ARTICLE 5 - SAFETY**

- 5.1 Accident and injury free operations shall be the goal of the EMPLOYER and its Employees. Therefore, the Employer and its employees shall, to the best of their ability, comply with the requirements of all applicable State and Federal Safety Codes and Regulations.
- 5.2 The EMPLOYER shall from time to time issue rules or notices to Employees regarding on-the-job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action.

## **ARTICLE 6 - DISCIPLINE PROCEDURES**

- 6.1 The EMPLOYER will discipline Employees for just cause only. Disciplinary actions may include any of the following and, depending upon the seriousness of the offense and the employee's relevant record of employment with the Employer, shall normally be administered progressively in the following order:
- a) Reprimands, either oral or written;
  - b) Suspension;
  - c) Reduction;
  - d) Discharge
- 6.2 Suspensions, reductions and discharges will be in written form. It shall be the Employer's policy not to discipline the employee in the presence of the public.
- 6.3 A notice in writing of suspensions, reductions and discharges shall be sent to the Employee and the UNION within seventy-two (72) hours after such action is taken.
- 6.4 Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period the Employee and/or UNION may request, and shall be entitled to, a meeting with the EMPLOYER representative who initiated the suspension with intent to discharge. During said five (5) day period, the EMPLOYER may affirm the suspension and discharge in accordance with Civil Service Rules, or may modify or withdraw the recommendation for discharge.
- 6.5 Grievances relating to this ARTICLE shall be processed in accordance with the grievance procedure under ARTICLE 9 of this Agreement.
- 6.6 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than one-half hour before the beginning of such work day.
- 6.7 Failure to make such notification may be grounds for discipline.

## ARTICLE 7 - HOURS

7.1 When employees report for work as scheduled, they shall be guaranteed four (4) hours of work or pay in lieu thereof. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions.

7.2 Hours worked in excess of eight (8) in any work day and/or forty (40) hours in a work week shall be compensated in the form of compensatory time off with pay at the rate of one and one-half (1 ½) hours of compensatory time for each hour so worked or, at the Employer's option, in pay at the rate of one and one-half (1 ½) times the employee's hourly rate.

7.3 To any employee who works on a regularly assigned shift, beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided that at least five hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be paid a night differential of five percent (5%) of the base rate, for the entire shift.

To any employee who works on a regularly assigned shift, beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than five hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be paid a night differential of five percent (5%) of the base rate, for the hours worked.

The night differential shall be paid only for those night shifts actually worked.

7.4 All employees shall receive a thirty (30) minute meal period after not less than three (3) or no later than five (5) hours of work. Employees shall not be required to work during the meal period except where emergency demands for service are compelling and cannot reasonably wait until the meal period is over. In such circumstances and until a meal period is granted, employees shall be compensated in the form of compensatory time off at the rate of one-half (1/2) increment of the base rate per hour over the prevailing hourly rate.

7.4.1 One (1) paid rest period of fifteen (15) minutes= duration shall be granted during each four (4) hours of work except during performances or rehearsals. Reasonable efforts shall be made to schedule such breaks between the second and third, and sixth and seventh hours of work.

7.5 Except when a meal penalty pursuant to the provisions of this Agreement at Section 7.4 is in effect, the multiple pay provisions of this Agreement shall not be duplicated or applied to the same hours of work. The highest multiple or greatest premium applicable shall be paid.



## **ARTICLE 7 - HOURS (Continued)**

- 7.6 The use of accumulated compensatory time shall be subject to advance scheduling and supervisory approval. Employees and their supervisors shall diligently work together to maintain compensatory time balances at the lowest practical level while taking compensatory time off with pay at times which do not unreasonably interfere with the Employer's operation. Accumulated compensatory time shall be paid in full to employees at the time their employment terminates for any reason.

## **ARTICLE 8 - INSURANCE**

- 8.1 The insurance plans, premiums for coverages and benefits contained in the insurance plans offered by the EMPLOYER shall be solely controlled by the contracts negotiated by the EMPLOYER and the benefit providers. The EMPLOYER will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements.
- 8.2 For each eligible regular full-time employee covered by this AGREEMENT who selects single insurance coverage, the EMPLOYER will contribute the full cost of the single health insurance premium.
- 8.2.1 Effective January 1, 1998, the EMPLOYER will contribute for each full-time eligible employee who selects family coverage, three hundred forty-nine and 41/100 dollars (\$349.41) per month toward the cost of family health insurance. Effective January 1, 1998, the Employer will contribute for each eligible full-time regular employee covered by this agreement who selects single insurance coverage, the full cost of the single health insurance premium.
- 8.2.2 Effective January 1, 1999, the EMPLOYER will contribute for each full-time eligible employee who selects family coverage, three hundred sixty-four and 15/100 dollars (\$364.15) per month toward the cost of family health insurance. Effective January 1, 1999, the Employer will contribute for each eligible full-time regular employee covered by this agreement who selects single insurance coverage, the full cost of the single health insurance premium.
- 8.2.3 Effective January 1, 2000, the EMPLOYER will contribute for each full-time eligible employee who selects family coverage, three hundred sixty-four and 15/100 dollars (\$364.15) plus the year 2000 increase in single health care premiums, per month toward the cost of family health insurance. Effective January 1, 2000, the Employer will contribute for each eligible full-time regular employee covered by this agreement who selects single insurance coverage, the full cost of the single health insurance premium.

## ARTICLE 8 B INSURANCE (Continued)

8.3 For the purpose of this ARTICLE 8, full-time employment is defined as appearing on the payroll at least 32 hours per week or at least 64 hours per pay period excluding overtime hours.

8.4 For each eligible regular full-time employee, the EMPLOYER will contribute the cost of a five thousand dollar (\$5,000) group term life insurance policy. As soon as possible and practical after this Agreement has been approved by both parties, the Employer will contribute the cost of a ten thousand dollar (\$10,000) group term life insurance policy for each regular full-time employee.

8.5 For full-time eligible employees who meet all the conditions in ARTICLE 8.6 below and who retire, the EMPLOYER will provide, for the life of the retiree, the full cost of the least expensive single health insurance coverage provided by the EMPLOYER at the time the employee retires. The Employer's contribution shall remain constant, except that such contribution amount shall be changed to at the full cost of the least expensive premium offered by the Employer at the time the retiree reaches age 65, if such occurs after the date of retirement.

For employees who retire and have not completed at least twenty (20) years of service with the Employer at the time of their retirement, the EMPLOYER will discontinue providing health insurance contributions upon their retirement.

8.6 Eligible employees who retire must meet the following conditions at the time of retirement to be eligible for Employer contributions toward the cost of health insurance in retirement as set forth in ARTICLE 8.5.

8.6.1 Be receiving benefits from a public employee retiree act at the time of retirement.

AND

8.6.2 Have severed his/her relationship with the Employer under any early retiree plans.

AND

8.6.3 Must have completed at least twenty (20) years of employment with the Employer. Time worked with Independent School District 625 will not be counted toward the twenty (20) year requirement.

AND

8.6.4 Were hired prior to January 1, 1999.

## **ARTICLE 8 B INSURANCE (Continued)**

- 8.7 The contributions indicated in this ARTICLE shall be paid to the EMPLOYER's Third Party Administrator.
- 8.8 Any required premiums for single or family insurance coverage which are in excess of the Employer contributions set forth in this ARTICLE shall be paid by the Employee through authorized payroll deductions.
- 8.9 This ARTICLE shall apply only to regular full-time employees.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.1 The processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during working hours only when consistent with such Employee duties and responsibilities. The steward involved and a grieving Employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the Employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not unreasonably interfere with the Employer's operation.
- 9.2 The procedure established by this ARTICLE shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this AGREEMENT.
- 9.3 Grievances shall be resolved in conformance with the following procedure:

**Step 1.** Upon the occurrence of an alleged violation of this AGREEMENT, the Employee involved shall attempt to resolve the matter on an informal basis with the Employee's supervisor. If the matter is not resolved to the Employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the UNION. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the UNION within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or with the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

## **ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)**

**Step 2.** Within seven (7) calendar days after receiving the written grievance a designated EMPLOYER supervisor shall meet with the UNION Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the EMPLOYER shall reply in writing to the UNION within three (3) calendar days following this meeting. The UNION may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the EMPLOYER's written answer. Any grievance not referred in writing by the UNION within seven (7) calendar days following receipt of the EMPLOYER's answer shall be considered waived.

**Step 3.** Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated EMPLOYER supervisor shall meet with the UNION's designated representative in an effort to resolve the grievance. Within seven (7) calendar days following the meeting the EMPLOYER shall reply in writing to the UNION stating the EMPLOYER's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 4. Any grievance not referred to in writing by the UNION to

Step 4 within seven (7) calendar days following receipt of the EMPLOYER's answer shall be considered waived.

### **Optional Mediation Step**

1. If the grievance has not been satisfactorily resolved at Step 3, either the Union or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services, State of Minnesota for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceeding. Both parties shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.

## **ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)**

4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation, with respect to their positions concerning resolution or offers of settlement, may be used or referred to during arbitration.

**Step 4.** If the grievance remains unresolved, the UNION may within seven (7) calendar days after the response of the EMPLOYER in Step 3, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within seven (7) day period, either party may request the Commissioner of the Bureau of Mediation Services, State of Minnesota to submit a panel of seven (7) arbitrators. Both the EMPLOYER and the UNION shall strike three (3) names from the panel. Unless the parties agree to the contrary, the party striking the first name from the list shall be determined by the flip of a coin.

- 9.4 The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applications of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the UNION, and the Employees.

## **ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)**

9.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

9.6 The time limits in each step of this procedure may be extended by mutual agreement of the EMPLOYER and the UNION.

## **ARTICLE 10 - SICK LEAVE**

10.1 Sick leave credits shall be earned, accrued and used in accordance with the applicable rules of the Saint Paul Civil Service Commission.

10.2 This ARTICLE applies only to regular full-time employees.

## **ARTICLE 11 - VACATION**

11.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

<b>Years of Service</b>	<b>Hours of Vacation</b>
1st year thru 4th year	.0385 (10 days)
5th year thru 14th year	.0654 (17 days)
15th year thru 24th year	.0923 (24 days)
25th year and thereafter	.1000 (26 days)

11.2 The Employer may permit an Employee to carry over one hundred twenty (120) hours of vacation into the following "vacation year." For the purpose of this ARTICLE the "vacation year" shall be the fiscal year (IRS payroll reporting year).

11.3 The provisions of this Article shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subsection H.

## **ARTICLE 11 - VACATION (Continued)**

- 11.4 If an Employee has an accumulation of sick leave credits in excess of one hundred and eighty days, he/she may convert any part of such excess at the rate of two (2) days of sick leave for one (1) day of vacation up to a maximum of five (5) days of vacation. No employee may convert more than ten (10) days of sick leave in each fiscal year under this provision. Such conversion must be approved by the Employer.
- 11.5 This ARTICLE shall apply only to regular full-time employees.

## **ARTICLE 12 - HOLIDAYS**

- 12.1 The following twelve (12) days shall be designated as holidays:

New Year's Day, January 1  
Martin Luther King Day, third Monday in January  
Presidents' Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Veterans' Day, November 11  
Thanksgiving Day, fourth Thursday in November  
Day after Thanksgiving, fourth Friday in November  
Christmas Day, December 25  
Two floating holidays

Eligible Employees shall receive pay for each of the holidays listed above on which they perform no work. When New Year's Day, Independence Day or Christmas Day fall on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays fall on a Saturday, the preceding Friday shall be considered the designated holiday.

- 12.2 The floating holidays set forth in Section 12.1 above may be taken at any time during the fiscal year, subject to the approval of the Employer.

## **ARTICLE 12 - HOLIDAYS (Continued)**

- 12.3 In order to be eligible for a holiday with pay, an Employee's name must appear on the payroll on any six (6) working days of the nine (9) working days preceding the holiday; or an employee's name must appear on the payroll the last working day before the holiday and on three other working days of the nine (9) working days preceding the holiday. In neither case shall the holiday be counted as a working day for the purposes of this section.
- 12.4 If, in the judgment of the EMPLOYER, personnel are necessary for operating or emergency reasons, Employees may be scheduled or "called back" in accordance with ARTICLE 7.1 (Call-in-Pay) of this Agreement.
- 11.5 Employees entitled to a holiday and who are required to work on Martin Luther King Day, Presidents' Day, Veterans' Day, or the Day after Thanksgiving shall be granted another day off with pay in lieu thereof as soon thereafter as the convenience of the department permits, or they shall be paid on a straight time basis for such hours worked, in addition to their regular holiday pay. If an Employee who is eligible for the benefits described by this Article is required to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day or Christmas Day, he/she shall be compensated in the form of compensatory time off at the rate of one and one-half (1 **2**) hours of compensatory time for each hours so worked or, at the Employer's option, in pay at one and one-half (1 **2**) times the employee's hourly rate, in addition to his/her regular holiday pay.

Eligibility for Holiday pay shall be determined in accordance with Section I, Subsection I of the Saint Paul Salary Plan and Rates of Compensation.

- 12.6 This ARTICLE shall apply only to regular full-time employees.

## **ARTICLE 13 - SEVERANCE PAY**

- 13.1 The EMPLOYER shall provide a severance pay program as set forth in this ARTICLE.
- 13.2 To be eligible for the severance pay program, an Employee must meet the following requirements:



## **ARTICLE 13 - SEVERANCE PAY (Continued)**

- 13.2.1 The Employee must be voluntarily separated from employment or have been subject to separation by layoff or compulsory retirement. Employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the benefits described herein.
- 13.2.2 Employees applying for severance pay benefits must file with Employer a waiver of reemployment which clearly indicates that by requesting severance pay, they waive all claims to reinstatement or reemployment (of any type), with the Employer, the City of Saint Paul or with Independent School District No. 625 as a regular employee.
- 13.2.3 The Employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service.
- 13.3 If an Employee requests severance pay and if the Employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the Employee on the date of separation for each day of accrued sick leave subject to a maximum as shown below based on the number of years of service to the Employer.

<b>Years of Service with City</b>		<b>Maximum Severance Pay</b>
At Least	20	\$4,000.00
	21	\$4,600.00
	22	\$5,200.00
	23	\$5,800.00
	24	\$6,400.00
	25	\$7,000.00

- 13.4 Upon the death of an Employee who met all of the requirements set forth above at the time of his/her death, payment of the severance pay allowed under these provisions shall be made to the Employee's estate or spouse.

## **ARTICLE 13 - SEVERANCE PAY (continued)**

- 13.5 For the purpose of this severance program, a transfer from the Employer to the City of Saint Paul or to Independent School District No. 625 is not considered a separation of employment, and such transferee shall not be eligible for the Employer's severance program.
- 13.6 Payment of severance pay shall be made in accordance with the provisions of City Ordinance No. 11490 which shall govern the administration of the severance pay program except where the provisions of this Article conflict therewith.

## **ARTICLE 14 - WAGES**

- 14.1 The basic hourly wage rates as set forth in Appendix A which is attached hereto and which is made a part of this Agreement, shall be paid for all hours worked by regular bargaining unit employees.
- 13.2 The basic hourly wage rates, pay minimums and conditions for all temporary employees is contained in a separate Letter of Agreement.

## **ARTICLE 15 - SAVINGS CLAUSE**

- 15.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this AGREEMENT is held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

## **ARTICLE 16 - JURISDICTION**

- 16.1 Disputes concerning work jurisdiction between and among UNIONS are recognized as appropriate subjects for determination by the various UNIONS representing Employees of the EMPLOYER.
- 16.2 In the event of a dispute concerning the performance or assignment of work, the UNIONS involved and the EMPLOYER shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the EMPLOYER to accomplish the work as originally assigned pending resolution of the dispute or to restrict the EMPLOYER's basic right to assign work.
- 16.3 Any Employee refusing to perform work assigned by the EMPLOYER shall be subject to disciplinary action as provided in ARTICLE 6 (DISCIPLINARY PROCEDURES).
- 16.4 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.
- 16.5 The subcontracting of work done by the Employees covered by this Agreement shall in all cases be made only to Employers who qualify in accordance with Ordinance No. 14013.

## **ARTICLE 17 - STRIKES AND LOCKOUTS**

- 17.1 The UNION and the employees it represents shall not engage in any unlawful strike or other activity prohibited by the provisions of Minnesota Statutes ' 179A.19 during the term of this Agreement or any extension thereof under Minnesota Statutes ' 179A.20, Subd. 6.
- 17.2 The Employer shall not lock out employees as a result, either directly or indirectly, of any disagreement or dispute with the Union during the term of this Agreement or any extension thereof under Minnesota Statutes ' 179A.20, Subd. 6.

## **ARTICLE 18 B SUBCONTRACTING AND PRIVATIZATION**

- 18.1 The Employer shall provide the Union with sixty (60) days written notice prior to the effective date of any subcontract or privatization agreement which may result in the termination or change of employment of employees covered under the terms and provisions of this agreement. At the request of the Union, the parties shall meet and negotiate in an effort to minimize the adverse effects of the Employer's decision upon the terms and conditions of this Agreement with the affected bargaining unit employees.

## ARTICLE 19 - TERMS OF AGREEMENT

- 19.1 This AGREEMENT shall be effective on the date it is executed by the parties and shall continue in full force and effect thru January 31, 2001, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this AGREEMENT shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Agreed and attested to as the full and complete understanding of the parties.

CITY OF SAINT PAUL

INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES,  
LOCAL NO. 13, AFL-CIO

---

Terry Haltiner                      Date  
Labor Relations Manager

---

David Colby                      Date  
Business Representative

---

Matthew Rice                      Date  
Business Representative

---

Clifford Schieman                      Date  
President

## APPENDIX A

### JOB CLASSIFICATIONS AND RATES OF PAY

		Effective 03/01/1998	Effective 10/01/1998	Effective 02/01/1999	Effective 08/01/1999	Effective 02/01/2000
Production Technician	per hour:	\$ 17.09	\$ 17.21	\$ 17.56	\$ 17.65	\$ 18.18
Assistant Stage Technician	per hour:	\$ 17.09	\$ 17.21	\$ 17.56	\$ 17.65	\$ 18.18
Stage Technician	per hour 1st 6 mos:	\$ 18.56	\$ 18.70	\$ 19.08	\$ 19.17	\$ 19.75
	per hour after 6 mos:	\$ 19.08	\$ 19.23	\$ 19.61	\$ 19.71	\$ 20.30

These rates will be retroactive for hours worked since March 1, 1998.